Permit #F00019657-A

FilmL.A., Inc.
1201 W. 5th Street, Suite T-800
Los Angeles, CA 90017
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

Summary Information

Permit No: F00019657-A **Type of Permit:** FILMING **Release Date:** 09/01/2009

Production Company DNA INC

Insured Company Name DNA INC
Contact Phone No. 1 323-463-2826
Contact Phone No. 2 323-436-2826
Fax 323-463-2535
Address 6535 SANTA MONICA BLVD, #B
HOLLYWOOD, California 90038

Production Title AGNES CARLSON JOB#09-509

Type of Production Music Video

Producer BRETT MARX

Director THOMAS KLASS

1st AD PAUL NORMAN

Production Manager QUYNH STANLEY

FilmL.A. Coordinator Hans Groszkruger

Location Manager QUYNH STANLEY
Primary Phone Mobile - 323-697-7443
Secondary Phone

Location Assistant NA NA
Primary Phone Office - 000-000-0000
Secondary Phone

Fees

Total Permit Fee $0.00

Number of Locations 1

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Summary Information — Location

Permit Number F00019657-A
Production Company DNA INC
Insured Company DNA INC
Production Title AGNES CARLSON JOB#09-509

Location Manager QUYNH STANLEY
Primary Phone Mobile - 323-697-7443
Secondary Phone

Location Address 985 S Seaside Ave, Los Angeles, CA, 90731

Location Names SOUTHWEST MARINE

Location Type Warehouse

Location Description SOUTHWEST MARINE

Film Dates 9/1/2009 - 9/1/2009 13:00 - 05:00

Open or Closed to the Public Closed

Generic Conditions Must abide by Harbor Department special conditions approved by Port of LA.
No Cast and Crew parking on areas streets.
No interference with vehicular or pedestrian traffic

Please see attached documents DNA AA Quynh.pdf
HARBOR PERMITS.pdf
HARBOR PERIMTS - ENVIRONMENTAL.pdf
LAHarbor Conditions1.pdf

Equipment on Location

Type	Quantity
5 or 10 ton trucks	3
Cast/Crew vehicles	85
Cube Trucks	2
Generator	1
Motor Homes	2
Portable restrooms	1

Personnel on Location

Type	Quantity
Cast	35
Crew	65
LA City UFSO assigned	24081

Filming Activities Equipment on property; Interior and exterior performance and playback; all on property; NO FILMING ALLOWED ON THE WHARF. FILMING MUST BE CONTAINED TO INTERIOR WAREHOUSES AND EXTERIOR AREAS NOT ON THE WHARF;

Jurisdiction **Political:** Los Angeles City - Council District 15 **Police:** Los Angeles Port Police **Fire:** Los Angeles City

Location Notes Company must contact Los Angeles City Harbor Dept - Wharfinger's Division (310-732-3810) for scouting/filming requests

Coordinator Note TWO PORT POLICE OFFICERS ASSIGNED TO MONITOR ACTIVITIES. LOCATION APPROVED BY K. BOSNICH/WHARFINGER DIVISION 310.732.3810

Coordinator Note RIDER "A" ADJUSTS HOURS OF FILMING FROM 10AM-2AM TO 1PM-5AM. NO RIDER FEE

Parking

Base Camp
Location Type : Location
Street :

Crew Parking
Location Type : Location
Street :

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The Port of Los Angeles
City of Los Angeles Harbor Department
Supplemental to all Harbor Approved Film Permits

Filming on Port property is subject to the following terms and conditions:

1. Smoking and parking of automobiles, not essential to the permitted activity, on wharves or other facilities of the Harbor Department, is prohibited.

2. Premises used and/or occupied during filming activities shall be maintained in a clean and sanitary condition. Debris shall not be allowed to accumulate and shall be promptly removed by permittee.

3. Use of property under the jurisdiction of the Harbor Department is subject to approval of the Harbor Department and/or tenant having lease control of the premises.

4. Permittee shall relieve, indemnify, protect and save harmless the City of Los Angeles, and each and every of its tenants, Boards, officers and employees, from any and all claims and liability for death of or injury to persons or damage to property that may arise from or be caused by the occupation or use of premises by permittee under the provisions of the film permit, or by the negligence of the permittee, its agents, officers or employees.

5. Permittee may furnish its own security services for the protection of permittee's own personal property and equipment. No armed security is permitted on Port property or pursuant to the film permit.

6. Permittee agrees to hire the appropriate Los Angeles Port Police Officer(s) and/or Port Security Officer(s), if deemed necessary by the Port, for the duration of filming activities. The primary duty and function of the officer is to maintain the safety and security of the Port, its tenants, its users, and to ensure that filming activities are conducted safely and within the terms and conditions of the film permit. Officers may be required to enforce tariff, local, or state laws and provide appropriate law enforcement assistance to the permittee during the course of their movie assignment.

7. Permittee agrees to restore premises and any alterations to Harbor Department facilities to their original condition subject to the approval of the Harbor Department.

8. Permittee agrees to obtain any other permit as may be deemed necessary by the Wharfinger Division or by other divisions or sections of the Los Angeles Harbor Department.

9. Filming not to interfere with the operations of the Port.

10. Copies of the Harbor approved Film LA permit must be present at all filming locations and presented to any Harbor Department representative upon demand. Violations of laws, regulations, or the film permit may cause the film permit to be revoked.

11. A Harbor Engineer's Permit is required before altering Port Property

12. The Permittee shall conform to all requirements of the City of Los Angeles Department of Building and Safety, L.A. Fire Department, and any other City, State, or Federal agency requirements.

NOT A PERMIT

STORMWATER: SPECIAL EVENT PERMITS

ENVIRONMENTAL PERMIT CONDITIONS:

1. All necessary precautions shall be taken to prevent trash from entering the storm drain system.

2. A map indicating the location of catch basins on the event site shall be provided to the Permittee by the Los Angeles Harbor Department (LAHD). It shall be the responsibility of the Permittee to coordinate with the LAHD's Director of Environmental Management to ensure that all catch basins on the event site are covered prior to the event or any substantial preparation of the site for the event. Catch basin covers shall not present a hazard to health or property during the event.

3. Adequate trash receptacles shall be provided by the Permittee during the special event.

4. It shall be the responsibility of the Permittee to ensure that the site is properly cleared of trash, debris, and waste following the special event. The Permittee will also ensure that catch basin covers are removed from catch basins once the event and site clean up has been completed.

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DRAFT

Los Angeles Harbor Department

Motion Picture Filming Permit

This Permit For Motion Picture Filming is subject to the following terms and conditions:

1. Smoking and parking of automobiles, not essential to the permitted activity, on wharves or other facilities of the Harbor Department, is prohibited.

2. Premises used and/or occupied during filming procedure shall be maintained in a clean and sanitary condition. Debris shall not be allowed to accumulate and shall be promptly removed by permittee.

3. Use of property under the jurisdiction of the Harbor Department is subject to approval of the Harbor Department and/or tenant having lease control of the premises.

4. Permittee shall relieve, indemnify, protect and save harmless the City of Los Angeles, and each and every of its tenants, Boards, officers and employees, from any and all claims and liability for death of or injury to persons or damage to property that may arise from or be caused by the occupation or use of premises by permittee under the provisions of this Permit, or by the negligence of the permittee, its agents, officers or employees.

5. Permittee may furnish its own security services for the protection of permittee's own personal property and equipment. No armed security is permitted on Port property or pursuant to this permit.

6. Permittee agrees to hire the appropriate Los Angeles Port Police Officer(s) for the duration of filming operations. The primary duty and function of the officer is to maintain the safety and security of the port, its tenants, and users, and to ensure that filming operations are conducted safely and within the terms and conditions of the permit. Officers may be required to enforce tariff, local, or state laws and provide appropriate law enforcement assistance to the permittee during the course of their movie assignment.

7. Permittee agrees to restore premises and any alterations to Harbor Department facilities to their original condition subject to the approval of the Harbor Department.

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8. Permittee agrees to obtain any other permit as may be deemed necessary by the Port Police or by other divisions or sections of the Los Angeles Harbor Department.

9. Filming not to interfere with the operations of the Port.

DRAFT

APPOINTMENT OF FILM THIS PRODUCTION SERVICES, INC. AS AUTHORIZED AGENT AND REPRESENTATIVE

I certify that I am a representative of DNA, INC. ("Principal") and am
Name of "Principal" / Production Company
authorized to enter into binding contractual agreements on Principal's behalf. I further certify that I am authorized by principal to appoint other representatives and agents for Principal and to give such representatives and agents authority to enter into and bind Principal to agreements relating to the issuance and compliance with location film (e.g. theatrical, television, commercial, and other motion picture filming) and still photographic permits, including the permits themselves and any riders to such permits. Acting on the behalf of Principal in my capacity as it's authorized representative, I appoint Film This Production Services, Inc. (a.k.a. Film This) and it's employees and agents ("Film This") as Principal's authorized representatives and agents to apply for and receive location film (e.g. theatrical, television, commercial, and other motion picture filming) and still photographic permits on behalf of Principal through the *FILM L.A., INC.* for any city , county or other jurisdiction where *FILM L.A., INC.* operates: to negotiate, discuss, accept, modify, agree to bind the Principal to the terms and conditions of such permits (including any restrictions and/or community guidelines applicable to any such permit) and to execute such permits on behalf of Principal. Principal understands, acknowledges and agrees that it (and/or it's insurer) remains responsible for liable and all obligations imposed by or incidental to any permit or rider issued to Principal signed by an employee or agent of (including any coordinator, runner or messenger used by) Film This. Principal further agrees to comply with the terms and conditions of any such permits and hereby appoints Film This as an authorized representative to facilitate compliance with such terms and conditions following issuance of such permits and to enter into agreements for Principal with respect thereto. Any person, City, agency, entity or organization (including *FILM L.A., INC.* and any city, county or other jurisdiction where *FILM L.A., INC.* operates) may rely on this appointment and not need obtain any further authorization for any act described herein. An original or faxed copy of this appointment shall be sufficient and may be treated as an original for all purposes. The appointment may be revoked by Principal at anytime in writing delivered to *FILM L.A., INC.*, but in any case shall expire one (1) year from the date of execution set forth below.

I declare under penalty of perjury under the laws of the State of California that I am authorized to appoint Film This as an agent for Principal and based on that authority I hereby appoint Film This as Principal's agent as set forth herein.

Dated 5/19/09

By _____
Representative's Signature

SIGN HERE

DNA, INC.
Name of "Principal" (Production Company)

QUINN STANLEY
Print Princpal Representative's Name

PRODUCTION SUPERVISOR
Representative's Title (i.e. UPM, Loc Mgr)

10535 SANTA MONICA BL.
Principal's Address

LOS ANGELES, CA 90025
City, State, Zip Code

(323) 463-2826
Principal's Telephone Number

NOT A PERMIT